REMARKS/ARGUMENTS

In view of the following remarks, the applicants respectfully submit that the pending claims are not anticipated under 35 U.S.C. § 102 and are not rendered obvious under 35 U.S.C. § 103. Accordingly, it is believed that this application is in condition for allowance. **If, however, the Examiner believes that there are any unresolved issues, or believes that some or all of the claims are not in condition for allowance, the applicants respectfully request that the Examiner contact the undersigned to schedule a telephone Examiner Interview before issuing any further action on the merits.**

The applicants will now address each of the issues raised in the outstanding Office Action.

Rejections under 35 U.S.C. § 102

Claims 17-20 and 50-53 stand rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,933,811 ("the Angles patent"). The applicants respectfully request that the Examiner reconsider and withdraw this ground of rejection in view of the following.

Independent claim 17 (and similarly, independent claim 50) is not anticipated by the Angles patent at least because the Angles patent does not teach a combination of (1) sending, by a content provider including at least one computer, ad spot availability

information for a pageview to be provided in response to a page request, ***to a proxy representing at least two of (i) a first ad network, (ii) a second ad network, (iii) a first ad agency, and (iv) a second ad agency***, wherein the content provider is not the proxy, and (2) receiving, by the content provider, information concerning at least one ad corresponding to the ad spot availability information from the proxy, wherein the information concerning ***the at least one ad originates from an advertiser, and wherein the advertiser is different from the proxy and the content provider***, in combination with other features of claim 17.

The Examiner maintains that the Angles patent teaches claim 17, arguing:

> The Examiner answers that Angles teaches that the advertisement provider (see figure 4, item 18) functions as a proxy representing ***a plurality of advertisers (i.e. ad agencies)*** and where at least one ad originates from an advertiser that pays for advertising directed at specific demographic target groups and where said advertiser is billed based on actual delivery of the ad to pertinent consumers (see col 4, lines 1-5) [Emphasis added.].

(Paper No. 20100621, page 13) Thus, the Examiner contends that a plurality of ***advertisers*** in the Angles patent teaches the first and second ***ad agencies*** as claimed. The applicants respectfully disagree since the words of a claim, given a plain meaning, must not be inconsistent with the specification. (See M.P.E.P. §§ 608.01(o) and 2111.01.)

The term "ad agency" is listed separately from the term "advertiser" throughout the specification. This usage is consistent with the well accepted understanding

that an "ad agency" is different from an "advertiser." For example, Wikipedia defines an "ad agency" as follows:

> An advertising agency or ad agency is a service business dedicated to creating, planning and handling advertising (and sometimes other forms of promotion) for its clients. An ad agency is independent from the client and provides an outside point of view to the effort of selling the client's products or services.

(Exhibit A, filed herewith) Thus, independent claim 17 (and similarly, independent claim 50) is not anticipated by the Angles patent at least because an "advertiser" is different from an "ad agency." Since claims 18-20 directly or indirectly depend from claim 17 and since claims 51-53 directly or indirectly depend from claim 50, these claims are similarly not anticipated by the Angles patent.

Claims 21-33 and 54-66 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. 2004/0103024 ("the Patel publication"). The applicants respectfully request that the Examiner reconsider and withdraw this ground of rejection in view of the following.

Independent claim 21 (and similarly, independent claim 54) is not anticipated by the Patel publication at least because the Patel publication does not teach (1) accepting, by a proxy including at least one computer, ad availability information from an advertiser, wherein the ad availability information is associated with an ad to be served, and wherein the advertiser is not the proxy, and (2) ***multicasting, by the proxy, requests for offers using the accepted ad availability information associated***

with the ad to be served to at least two content owners, wherein the at least two content owners are different from the advertiser and the proxy, in combination with other features of claim 21.

The Examiner maintains that the Patel publication teaches claim 21, arguing:

> The Examiner answers that Patel teaches that advertisers are able to instantly ***submit for viewing by all publishers*** any number of ***offers on the exchange system*** (see paragraph 51) [Emphasis added.].

(Paper No. 20100621, page 13) The Patel publication discloses a "many to many" ***exchange*** system for use by publishers and advertisers. (See paragraph [0045] of the Patel publication.) Cited paragraph [0051] of the Patel publication states, in pertinent part:

> As shown below, through the system advertisers are able to instantly submit ***for viewing by all publishers*** any number of ***offers on the exchange***. Advertisers may also instantly ***remove offers from the exchange***, even through such offers may have already been accepted by and served on publisher sites [Emphasis added.].

(Paragraph [0051] of the Patel publication) A system that allows an advertiser to submit or remove offers does not teach ***multicasting***, by the proxy, ***requests for offers*** using the accepted ad availability information associated with the ad to be served ***to at least two content owners*** as claimed. The Patel publication states:

> [0131] 6. Publishers can specify how they want to handle the advertisers' offers that meet their filtering criteria 418. They can specify trading rules to automate

> actions that they want performed when certain criteria are met. For example the publisher can:
>
> [0132] 6.1. Automatically 415 accept all offers that meet their criteria. For instance, if the publisher has been sufficiently satisfied with an advertiser in the past, ***the publisher can instruct the system to accept all future offers from that advertiser that meet specific restrictions. In this way offers can be automatically accepted in an unattended mode.***
>
> [0133] 6.2. ***Manually 417 review the offers that meet their criteria.*** As the creative and product offering are difficult to characterize, this option allows the publisher to obtain more information about an offer before deciding whether to accept or reject it. [Emphasis added.]

(Paragraphs [131]-[133] of the Patel publication) However, manually reviewing offers submitted to an exchange or automatically accepting offers submitted to an exchange does not teach multicasting by a proxy, requests for offers using accepted ad availability information associated with an ad to be served to at least two content owners (who are different from the advertiser and the proxy) as claimed.

Thus, independent claim 21 (and similarly, independent claim 54) is not anticipated by the Patel publication. Since claims 22-33 and 55-66 directly or indirectly depend from claims 21 and 54, respectively these claims are similarly not anticipated by the Patel publication.

Rejections under 35 U.S.C. § 103

Claims 1-16 and 34-49 stand rejected under 35 U.S.C § 103(a) as being unpatentable over U.S. Patent No. 6,324,519 ("the Eldering patent") in view of U.S. Patent Application Publication No. 2002/0116313 ("the Detering publication"). The applicants respectfully request that the Examiner reconsider and withdraw this ground of rejection in view of the following.

Independent claim 1 (and similarly, independent claim 34) is not rendered obvious by the Eldering patent and the Detering publication at least because the cited references, either individually or in combination, do not teach or make obvious (1) ***accepting, by a proxy, ad spot availability information for a pageview to be provided in response to a page request***, the ad spot availability information accepted from a first party, wherein the first party is not the proxy, and (2) ***multicasting, by the proxy, ad spot requests for offers using the accepted ad spot availability information to at least two second parties***, wherein the at least two second parties include at least two ad networks that are different from the first party and the proxy, in combination with other features of claim 1.

In maintaining the rejection of claim 1, the Examiner states:

> The Applicant argues with respect to claims 1-16 and 34-49 that the cable show of Eldering is not a pageview and is not broadcast in response to a page request. The Examiner answers that ***Eldering teaches a pageview in response to a page request (see col 12, lines 9-32)***. Therefore, contrary to Applicant's

argument, Eldering teaches Applicant's claimed limitation.

The Applicant argues that Eldering fails to teach wherein the proxy multicasts request for offers to at least two second parties using the ad spot availability information (accepted from the first party). The Examiner answers that Eldering teaches that ***the server hosting the page*** announces an advertising opportunity to advertisers, who then place bids to have their ads transmitted to the consumer (see col 12, lines 14-32). Therefore, contrary to Applicant's argument, Eldering teaches Applicant's claimed limitation.

The Applicant argues that the prior arts Eldering and Detering are not combinable. The Examiner answers that Eldering does not expressly teach that wherein the first party is not the proxy. However, Detering teaches a system where a server (see figure 1, item 170) functions as a proxy for content providers (see figure 1, item 180) and advertisers (see figure 1, item 110) and where said server handles request for ads opportunities from content providers and bids from advertisers in order to place an ad in the content provider based upon the winning bid (see paragraph 28-29). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Eldering's content provider such as cable operator (see col 3, lines 40-65) would function as a proxy by handling a plurality of content providers and a plurality advertisers, as taught by Detering in order that said proxy handles the bidding for placing ads into content providers sites [Emphasis added.].

(Paper No. 20100621, pages 13 and 14) Thus, the Examiner now cites two (2) distinct and separate embodiments of the Eldering patent: The first embodiment concerns a:

> ***cable television operator*** [who] announces an advertising opportunity which corresponds to ***a commercial spot of a particular duration***, occurring during a particular program. [Emphasis added.]

(Column 11, lines 14-17 of the Eldering patent) The second embodiment concerns a server hosting a page, in which:

> a consumer can be accessing web sites and may be presented with ***a web site which contains advertising opportunities***. The ***server hosting the page*** acts as content/opportunity provider 100. Upon accessing the web site the server hosting the page announces an advertising opportunity to advertisers [Emphasis added.].

(Column 12, lines 10-16 of the Eldering patent) The two embodiments cited in the Eldering patent are not used together and the Examiner provides no obvious reason to combine the two separate embodiments.

Further, the Examiner now falls back to his original argument from the Office Action dated September 18, 2008. That is, the Examiner again contends that the server hosting the page (a content owner) teaches both the claimed first party and the claimed proxy. However, the claims require that the proxy is different from the first party.

Furthermore, the Examiner's response ignores the applicants' argument that in the device of the Detering publication, since the information needed to generate bids is ***already stored***, the device has ***no need to multicast*** request for bids to a plurality of advertisers. (See paragraph [0028] of the Detering publication.)

The Detering publication fails to remedy these foregoing deficiencies of the Eldering patent.

Thus, independent claims 1 and 34 are not rendered obvious by the cited references for at least the foregoing reasons. Since claims 2-16 and 35-49 directly

or indirectly depend from claims 1 and 34, respectively, these claims are similarly not rendered obvious by the cited references as well.

Conclusion

In view of the foregoing remarks, the applicants respectfully submit that the pending claims are in condition for allowance. Accordingly, the applicants request that the Examiner pass this application to issue.

Any arguments made in this response pertain ***only*** to the specific aspects of the invention ***claimed***. Any claim amendments or cancellations, and any arguments, are made ***without prejudice to, or disclaimer of,*** the applicants' right to seek patent protection of any unclaimed (e.g., narrower, broader, different) subject matter, such as by way of a continuation or divisional patent application for example.

Since the applicants' remarks, amendments, and/or filings with respect to the Examiner's objections and/or rejections are sufficient to overcome these objections and/or rejections, the applicants' silence as to assertions by the Examiner in the Office Action and/or to certain facts or conclusions that may be implied by objections and/or rejections in the Office Action (such as, for example, whether a reference constitutes prior art, whether references have been properly combined or modified, whether dependent claims are separately patentable, etc.) is not a concession by the applicants that such assertions and/or implications are accurate, and that all requirements for an objection and/or a

rejection have been met. Thus, the applicants reserve the right to analyze and dispute any such assertions and implications in the future.

Respectfully submitted,

October 11, 2010

John C. Pokotylo, Attorney
Reg. No. 36,242
Tel.: (732) 936-1400

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper (and any accompanying paper(s)) is being facsimile transmitted to the United States Patent Office on the date shown below.

John C. Pokotylo
Type or print name of person signing certification

Signature

October 11, 2010
Date